

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

Jeff Slusser,

:

:

Complainant,

:

:

vs.

: Case No. 12-1259-GA-CSS

:

The East Ohio Gas

:

Company d/b/a Dominion

:

East Ohio,

:

:

Respondent.

:

- - -

PROCEEDINGS

before Mr. Kerry K. Sheets, Hearing Examiner, at the
Public Utilities Commission of Ohio, 180 East Broad
Street, Room 11-C, Columbus, Ohio, called at
10:07 a.m. on Tuesday, December 11, 2012.

- - -

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1 APPEARANCES:

2 Whitt Sturtevant
3 By Mr. Andrew J. Campbell
4 By Mr. Gregory L. Williams
5 88 East Broad Street, Suite 1590
6 Columbus, Ohio 43215

7 On behalf of The East Ohio Gas
8 Company d/b/a Dominion East Ohio.

9 ALSO PRESENT:

10 Mr. Jeff Slusser
11 Mr. Sam Slusser
12 Ms. Ella Hochstetler
13 Ms. Roxie Edwards
14 Ms. Marilyn Starks

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Tuesday Morning Session,
December 11, 2012.

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HEARING EXAMINER SHEETS: I'll go ahead
and call the hearing. The Public Utilities
Commission of Ohio has set for hearing at this time
and place, December 11, 2012, Case No.
12-1259-GA-CSS, the matter of Jeff Slusser versus
Dominion East Ohio. My name is Kerry Sheets. I'm an
attorney examiner for the Commission, and I've been
assigned to hear this case.

We'll now have the appearances of the
parties, please, starting with the complainant. Give
your name and your address.

MR. JEFF SLUSSER: Jeff Slusser,
1740 Westwood Circle, Wooster, Ohio 44691.

HEARING EXAMINER SHEETS: Thank you. For
the company.

MR. CAMPBELL: Thank you. Do I give the
witnesses too or just counsel?

HEARING EXAMINER SHEETS: Counsel.

MR. CAMPBELL: For Dominion East Ohio,
Andrew John Campbell and Gregory L. Williams, 88 East
Broad Street, Suite 1590, Columbus, Ohio 43215.

HEARING EXAMINER SHEETS: Thank you. Do

1 we have any preliminary matters to take care of this
2 morning? None? Mr. Slusser, do you wish to testify
3 in your case?

4 MR. JEFF SLUSSER: Yes.

5 HEARING EXAMINER SHEETS: Why don't you
6 come up here and take the stand. Please raise your
7 right hand.

8 (Witness sworn.)

9 HEARING EXAMINER SHEETS: Please be
10 seated. Go ahead and state your complaint in a
11 narrative fashion, and then we'll have a period of
12 questioning by the company. Go ahead. I'll ask
13 everybody in the room to speak up because the
14 acoustics aren't the best in the room.

15 Go ahead and state your complaint.

16 THE WITNESS: My ears aren't the greatest.
17 Too many chain saws and so forth. But my -- I have
18 apartments in Wooster, Ohio. Like I have about 17
19 properties. And the one property, I decided to start
20 selling. I tried to have an auction, but that
21 doesn't have anything to do with the gas.

22 The one property that I had, or actually
23 still have, had like seven apartments in it. And
24 what I was doing is trying to -- well, the last two
25 or three I had to evict because I wasn't getting

1 rent; and it took the attorney's secretary like six
2 months to get the last one out. So I'm losing all
3 this rent, but meanwhile there is two gas meters
4 there. And the one meter, by the time I wanted to
5 sell it, it got to \$4,999. Somewhere in that
6 vicinity.

7 And like I have like the -- I have about
8 one, well, actually two other properties I still pay
9 gas; but I get shut-off notices like for like 100 and
10 a half or if you don't pay it, we're going to shut it
11 off. And my biggest complaint is: Why did they let
12 the gas run all the way to \$4,999?

13 Then my next problem is they took that gas
14 bill and moved it to -- moved it to Market Street,
15 that property. And when they moved it to that
16 property, that gas couldn't get paid there; and then
17 I lost tenants there because they shut the gas off
18 there.

19 My complaint is: If you couldn't pay the
20 gas at 665 North Bever, which actually has two
21 addresses, 319 Spring, why would the gas company
22 think by taking the gas bill and moving it to another
23 property think I'm going to be able to pay the bill
24 there? Which actually I couldn't pay there either.
25 And then I lost the four -- the four -- I have four

1 properties or apartments there and then one of them
2 or two of them are Metro. And as soon as Metro found
3 out the gas was shut off, they pulled their tenants
4 out of there. I even think -- I'm almost coming to
5 the conclusion that at the other properties I had
6 with Metro and Metro pulled those out, I lost rent
7 there. I ended up losing probably about \$53,000 in
8 rent because of this event.

9 Also from that property, they moved it
10 over to 439 North Market. The one city director or
11 service director at Wooster, that was my last -- or
12 my best property. It was a historical building, and
13 I know that they were after it. And as soon as the
14 gas bill went from 431 North Market and went over to
15 439 North Market and the gas got shut off there, I
16 lost tenants there. And then, of course, the city
17 service director, they didn't even try to help me try
18 to get the gas on there.

19 And then I have a lot of tenants there.
20 And then I lost the property there because what I
21 tried to do was have an auction and pay the gas
22 company off with the auction, but the auctioneer
23 postponed it three times; and then eventually the
24 city service director foreclosed on me. And then I
25 lost the property.

1 And I -- I -- I always was under the
2 assumption that my realtor and my attorney was with
3 me; but as the months have gone on, I have found out
4 that that's not really true because, you know, like
5 when I signed the paper to sell a couple of these
6 properties, that's all I did, thinking that, of
7 course, my realtor is taking care of me and my
8 attorney is taking care of me. It's not what
9 happened. Actually I'm taking them to court because
10 my wife, who lives in Tennessee, never signed the
11 other -- the two properties that the city foreclosed
12 on me or -- or that I sold; so she was totally
13 unaware, which I just assumed that the realtor was
14 going to inform her.

15 Well, actually the one fellow that helps
16 me told me that the secretary -- attorney's secretary
17 had her sign and I called her and I asked her, I
18 said, "DO you know anything?" She said, "I didn't
19 even know you were selling stuff."

20 So, you know, me assuming that things are
21 going clearly in the record, going the way they're
22 supposed to go, didn't happen. And I've lost
23 probably at least over \$250,000, at least, in rent
24 and property. I mean, I was -- oh, fees and late
25 fees, all this kind of stuff, just because if

1 Dominion would have just left the gas there at
2 665 North Bever and I would have had the hit there
3 and left the other ones alone, I would still be
4 getting income; and, you know, we could have worked
5 things out there.

6 I could be nibbling on that and not lose
7 all these other properties and all this other rent
8 or, better yet, even shut the gas off at a reasonable
9 amount; but they didn't do it. And now -- now
10 they're on me.

11 I mean, I -- I just -- you know, when I'm
12 working with them, it's like working with air. It's
13 not being able to walk in and say, "Why did you shut
14 the gas off?" You call this person and that person.
15 I mean, it's very, very frustrating for me. I'm too
16 cut and dry. I don't know. I just -- I mean -- I
17 mean, basically I'm -- I'm totally destroyed.

18 I'm just sort of winging it with the other
19 properties right now because I want to -- like when I
20 did have the other properties and I was paying, even
21 one time, I talked to the tax people when I was
22 paying taxes. She said, "Oh, what happened? You
23 were doing so good." Well, I'm not anymore because
24 of losing all that. I mean, you lose \$250,000. I
25 don't know.

1 I rent to low income. I rent -- like my
2 rent is like 350, 300, 250, 400. I got no leeway. I
3 mean, I like to have my problems with just the
4 tenants on their little struggles, not with people
5 who should know what's going on.

6 You know, like the City took me to court
7 because I worked out something with the one trash
8 company. I made a little dumpster, and I was trying
9 to get the tenants to just put it in there; and the
10 City gets on me because of my block dumpster. And I
11 was trying to work it out there just to have it like
12 that, but they were always trying to nibble on me and
13 trying to find little things like that in order to
14 finally get that historical building.

15 And I know I'm talking in circles; but if
16 you take me aside, I can -- I can -- I can probably
17 explain everything very good. But that's -- I mean,
18 it just -- my problem right now is -- and I don't
19 like -- let's see. How can I say this? I would like
20 Dominion not to be able to take the gas and put it on
21 other properties. I mean, there's no sense in doing
22 it. If I can't pay it there, why am I going to be
23 able to pay it over here? And when you move it over
24 there, then it gets shut down there; and I lose more
25 tenants or whoever has it, they lose tenants.

1 And why leave it to run to 400 and
2 900-some dollars. I can't go in there and shut it
3 off because, let's see, I had -- I had three boilers
4 in there.

5 HEARING EXAMINER SHEETS: I'm going to ask
6 you to focus on your complaint now.

7 THE WITNESS: Pardon me?

8 HEARING EXAMINER SHEETS: Focus on your
9 complaint. Does that conclude the testimony on your
10 complaint? Do you have any documents or exhibits
11 you'd like offer into evidence?

12 THE WITNESS: But the last thing I want to
13 say is I'm at the mercy of them because I've got
14 seven apartments; and if the apartments get shut off,
15 I'm at their mercy, thinking, okay, when it gets at a
16 reasonable amount, shut it off, you know, not let it
17 run up to that amount.

18 HEARING EXAMINER SHEETS: You nodded when
19 I said, Do you have any exhibits to offer? Do you
20 have any exhibits you want to put into evidence?

21 THE WITNESS: Well, I got the bills.
22 Let's see.

23 HEARING EXAMINER SHEETS: Let's go off the
24 record.

25 (Off the record.)

1 HEARING EXAMINER SHEETS: Let's take a
2 little break here, a recess.

3 (Recess taken.)

4 HEARING EXAMINER SHEETS: Let's go back on
5 the record here. Mr. Slusser, I'm going to ask you
6 to come back up to the stand. You've indicated that
7 you want a multipaged document marked as an exhibit.
8 I'll mark that as Complainant's Exhibit 1.

9 (EXHIBIT MARKED FOR IDENTIFICATION.)

10 HEARING EXAMINER SHEETS: I'm going to ask
11 you a couple questions about it. Pages 2 through 6
12 are handwritten pages. That's your handwriting; you
13 wrote that?

14 THE WITNESS: Yes.

15 HEARING EXAMINER SHEETS: Okay. Now what
16 I'll do is let the company ask some questions on
17 cross-examination. Go ahead and have a seat.

18 - - -

19 JEFF SLUSSER
20 being first duly sworn, as prescribed by law, was
21 examined and testified as follows:

22 CROSS-EXAMINATION

23 By Mr. Williams:

24 Q. Good morning, Mr. Slusser. My name is
25 Gregory Williams. I'm one of the attorneys

1 representing Dominion East Ohio Gas. Okay?

2 A. Yes.

3 Q. If at any point you don't understand me,
4 if you can't hear me, or if you don't understand a
5 question, please stop me and we'll attempt to
6 clarify. Okay?

7 A. (Witness nods head.)

8 Q. Throughout my questioning I will be asking
9 you some yes or no questions. So that there's
10 clarity in the record, please respond to these
11 questions by saying either yes or no, depending upon
12 what your answer is. Okay?

13 A. Okay.

14 Q. And then, finally, just so we're clear,
15 throughout my questioning, I may refer to Dominion
16 East Ohio Gas or either Dominion or DEO. It all
17 refers to Dominion East Ohio Gas. Does that make
18 sense?

19 A. Yes.

20 Q. I'd like to direct your attention to
21 Complainant's Exhibit 1, the document that was just
22 admitted into evidence. On page 3 of this document
23 you have a No. 5 circled. It says, Gas transferred
24 most to 431. Do you see that?

25 A. Yes.

1 Q. Directly beneath that you say, at 665.

2 I'm assuming that's 665 North Bever Street?

3 A. Yes.

4 Q. There was an arrearage of \$4,709.13; is
5 that correct?

6 A. It might be. See, there was the two
7 addresses on the building. I did try to get it
8 changed, but they wouldn't do it. 319 Spring, and I
9 think that's the gas bill.

10 Q. Okay.

11 A. 4,700 whatever.

12 Q. So then the company's records indicate
13 that that arrearage is at 319 Spring Street, so you
14 agree that the arrearage is at 319 Spring Street and
15 not 665 Bever Street?

16 A. Correct.

17 Q. Further down on that same page where you
18 have No. 6 circled, you say that 431 was shut off on
19 May 1 of 2009. Do you see that?

20 A. Correct.

21 Q. Our records indicate, however, that the
22 gas was shut off on May 13, 2009. Do you have any
23 evidence or documentation to contradict our records
24 that indicate when service at that location was
25 disconnected?

1 A. The only way I have a record is if I had
2 the bill or if I got a letter from them stating that.
3 Like I -- I just -- I think what they're doing now is
4 the tenants that are paying the gas -- like I got one
5 tenant. Dominion sent me a letter saying you got
6 five days and it's going to be shut off, even though
7 I don't pay the bill.

8 And -- and they're just telling me, we
9 want to notify you that we notified your tenant that
10 they haven't paid the gas bill and it's going to be
11 shut off.

12 Q. Okay. My question, however, was: Our
13 records indicate that gas was disconnected on May 13
14 of 2009. Do you have either that letter that you
15 just testified to or any other evidence that would
16 contradict DEO's records that show service was
17 disconnected on May 13, 2009?

18 A. I'm assuming I do; but, you know, sitting
19 right here, I don't know if I can come up with it. I
20 mean, I've got so many hours trying to get this thing
21 together. It seems like every time I do work on it,
22 I discover the transfer, you know, different --
23 something else comes up.

24 I'm sure that somehow I came up with May 1
25 because everything that I have put down there is not

1 a guess. For some reason I have come to the
2 conclusion that it was like May 1, but I don't see
3 that.

4 Q. I'm sorry. Mr. Slusser, how did you come
5 to that conclusion? Do you have documentation that
6 you can show us today that says gas was disconnected
7 on May 1 as opposed to May 13?

8 A. Well, you'd have to give me a little time
9 to look for it because I brought the other one, the
10 other notebook that I have. If it's not in here,
11 then I'd have to look for it. You know, to me what's
12 the difference between May 1 and May 13?

13 Q. We're trying to establish clarity in the
14 record.

15 A. Yeah.

16 Q. We want to ensure that we're all on the
17 same page about when service at a particular location
18 was disconnected.

19 A. If it's -- I'm sure I could come up with
20 it because, you know. There goes the lips again.

21 Q. Mr. Slusser, if it's okay with Attorney
22 Examiner Sheets, I'd be willing to give you some time
23 to find this documentation --

24 A. Yeah.

25 Q. -- if you have it with you today;

1 otherwise, I'd like to move on.

2 HEARING EXAMINER SHEETS: Yes. If you
3 want to take a minute to search, we can do that.
4 Let's go off the record here for a little while.

5 (Recess taken.)

6 HEARING EXAMINER SHEETS: Okay. We'll go
7 back on the record.

8 Q. (By Mr. Williams) So I'll ask you the
9 question again. Do you have any reason to disagree
10 with DEO's records that disconnection at 431 North
11 Market was on May 13?

12 A. No.

13 Q. Do you have any reason to disagree that
14 the transfer from 431 North Market to 439 North
15 Market occurred on January 13 as opposed to
16 January 28, 2010?

17 A. Well, I mean, there has to be a reason I
18 came up with the 28th. Is that what you're saying?

19 Q. I'm asking if you disagree with Dominion's
20 records that the transfer occurred on January 13,
21 2010, as opposed to January 28, 2010.

22 A. Well, I don't want to cut my neck here. I
23 mean, there has to be a reason I come up with the
24 28th. I don't know what would be the difference,
25 whether shut off or transferred the 28th or your

1 date, because either way --

2 Q. The difference is just a matter of clarity
3 in the record. Now, you may have received a bill
4 from Dominion dated January 28, 2010, that indicated
5 during that billing period that service was
6 transferred.

7 My question is: Do you have any reason to
8 disagree that the actual transfer, the transfer
9 itself, occurred on January 13, 2010, instead of
10 whenever your bill may have been dated?

11 A. Well, all I want to say is: It was
12 transferred. Now, whether -- I mean, I can't say I
13 agree with you because I'm not sure if you're right.
14 I really can't agree because I'm not sure if I'm
15 right on the 28th, but I don't think either one of
16 those dates matter. It got transferred. You know
17 what I mean?

18 Q. Okay. That's fine. Do you have any
19 reason to disagree, Mr. Slusser, that the shutoff or
20 disconnection at 439 North Market occurred on
21 April 15, 2010, instead of August 2, 2010?

22 A. Well, it would be the same. It would be
23 the same. Same as like with the transfer, your date
24 and my date, but we're only, what, ten days apart.

25 Q. Well, that's about five months.

1 A. What did you say? What was your first
2 one?

3 Q. April 13.

4 A. Oh, April. I got August.

5 Q. I'm sorry. April 15, 2010, and you say
6 August 2.

7 A. Yeah. Well, I mean, I'd have to check
8 that. But when it got shut off, the tenant put signs
9 in the window, No Gas. I mean, every window in the
10 place had that in it. So, I mean, I will not be -- I
11 will not have trouble finding out the date you shut
12 it off because --

13 Q. So then you do not disagree that the
14 shutoff at 439 occurred on April 15, 2010? You're
15 not sure right now; you're not sure enough to
16 disagree?

17 A. Well, no. I -- I don't want to disagree
18 or agree because I'd like to check it; but I came up
19 with August the 2nd. Why I came up with that, either
20 because of the bill or because that was the date it
21 actually was done. When it got shut off, the last
22 tenant in there, like I say, put signs in -- I mean,
23 the windows have like those four-pane things. Every
24 one of those windows had the words "No Gas. Shut
25 off." And everybody saw it.

1 Q. That's sufficient. Thank you,
2 Mr. Slusser. You testified that a property had an
3 arrearage of approximately \$5,000. Which property
4 are you referring to?

5 A. Well, I should say \$4,709.

6 Q. Okay. And that's at the 319 Spring
7 Street?

8 A. 319.

9 Q. How many units?

10 A. Seven.

11 Q. Seven?

12 A. Those weren't numbered like that. And the
13 one fellow that was there forever, I used to ask him
14 all the time, "Why are they numbered like this?"

15 Q. But there were seven?

16 A. There were seven.

17 Q. Okay.

18 A. And then why was there like -- you know,
19 like it sat on a corner. 665 was the main, Bever.
20 Then on the side was 319 Spring, and that's why
21 there's two addresses on that building.

22 Q. Thank you. How long have you been a
23 landlord, Mr. Slusser?

24 A. Since '83.

25 Q. '83. So almost 30 years?

1 A. (Witness nods head.)

2 Q. Isn't it true that you allowed substantial
3 arrearages on the accounts about which you're now
4 complaining?

5 A. What's the first part?

6 Q. Isn't it true that you allowed substantial
7 arrearages to be built up on the accounts that you're
8 now complaining about?

9 A. I don't know if I understand.

10 Q. Okay.

11 A. Say it again.

12 Q. Are you the customer of record on each of
13 the accounts that are the subject of your complaint?
14 Is it your name on the bills?

15 A. Yes. Well --

16 Q. That's sufficient, Mr. Slusser. You'll
17 have an opportunity to finish and to clarify on
18 redirect. Just a yes or no is sufficient.

19 A. Yes.

20 Q. Thank you. Don't you think that you
21 should have stopped service if you thought the
22 arrearage was getting too high or if you were unable
23 to pay on any of these accounts?

24 A. Only if I -- only if I have properties
25 that had one apartment. I could do that. I couldn't

1 do that at Bever because I had six units in there,
2 and you can't do that. I have no control over it.

3 Q. So then you were not aware that landlords
4 may contact natural gas companies and request a
5 disconnection of service for their tenants?

6 A. At that address?

7 Q. At any address.

8 A. Well, I'm aware that I could not or any
9 landlord cannot shut gas off that has more than one
10 unit. If you have two, three, four, five units, you
11 can't do it. I've tried that trick. Next thing I
12 know, I'm being told to turn it back on.

13 Q. By whom?

14 A. Well, the one time I did it, it was the
15 city service director. And what I always wanted to
16 happen, which it never does, is each unit take care
17 of themselves. And I tried that trick. And as soon
18 as it got shut off, I had to turn it back on because
19 I tell him the rent doesn't cover it. He said, "Get
20 it back on."

21 Q. But it wasn't Dominion that told you you
22 could not disconnect service to your tenants? You
23 said it was the city director, but Dominion did not
24 say that you were not allowed to disconnect service?

25 A. No.

1 Q. Okay.

2 A. That -- that was secondhand by the City.
3 I've always known that.

4 Q. But you did not hear from Dominion that
5 you were unable to disconnect service; is that right?

6 A. I didn't what?

7 Q. You did not hear from Dominion, Dominion
8 did not tell you that you were unable to disconnect
9 service?

10 A. Well, I -- I can't say yes or no on that;
11 but I assume that it did because, I mean, it's --
12 it's your gas and your company.

13 Q. Okay.

14 MR. WILLIAMS: Your Honor, I have here
15 premarked DEO Exhibit 2.0. May I approach the
16 witness?

17 HEARING EXAMINER SHEETS: You may.

18 Q. (By Mr. Williams) Mr. Slusser, I just
19 handed you a copy of select pages from Dominion's
20 tariff, which is on file with the Public Utilities
21 Commission of Ohio. Do you see that? Do you see
22 that?

23 A. Yes.

24 Q. Thank you. If you turn to the second page
25 of the exhibit that I just gave you --

1 A. Yes.

2 Q. -- I've highlighted a portion of text. At
3 the bottom of that second page, it's Subsection K on
4 the page, do you see that?

5 A. Yes.

6 Q. Okay. And it continues from that second
7 page to the third page, to the top of the third page.

8 A. Yes.

9 Q. Do you see that?

10 A. Yes.

11 Q. Would you read the highlighted portion for
12 me, please.

13 A. It says, If a customer who is a property
14 owner or the agent of a property requests a
15 disconnect of service when the resident/tenant
16 resides at the premises, the company shall perform
17 both.

18 Q. And then please continue.

19 A. But that's what I was telling you.

20 Q. Please continue to the top of the second
21 page.

22 A. Write at least a ten-day notice prior to
23 the disconnect of the service by mail to the resident
24 and tenant by posting a notice informing such
25 customer of customer's liability for the utilities

1 service consumption during the ten days.

2 Q. Thank you, Mr. Slusser. You suggest in
3 your complaint that the gas not being turned off in a
4 timely manner is responsible for your financial
5 hardships; is that right?

6 A. Say that again.

7 Q. You suggest in your complaint that because
8 Dominion did not turn off gas service in, as you say,
9 a timely manner, that that action is responsible for
10 your financial hardships?

11 A. Right.

12 Q. Okay.

13 A. Right.

14 Q. But isn't it true, Mr. Slusser, that you
15 were having trouble paying property taxes on many of
16 these properties?

17 A. Yes.

18 Q. So, for example, isn't it true that as of
19 2007, you were approximately \$17,000 delinquent on
20 property taxes owed at 665 North Bever Street?

21 A. Yes.

22 MR. WILLIAMS: May I approach the witness,
23 your Honor?

24 HEARING EXAMINER SHEETS: You may.

25 MR. WILLIAMS: Your Honor, I have what

1 I've premarked as DEO Exhibit 3.0.

2 Q. (By Mr. Williams) Mr. Slusser, I just
3 handed you a packet of information from the Wayne
4 County, Ohio, Treasurer's web site. Do you recognize
5 that? Yes or no, please?

6 A. Yes.

7 Q. Thank you. On the first page of the
8 document that I gave you, you'll notice it's a screen
9 shot from the Wayne County, Ohio, Treasurer's Office.
10 Do you see that?

11 A. Yes.

12 Q. And you'll notice in the box toward the
13 right side of that first page, the fifth bullet point
14 down says, "View late taxpayers list here." Do you
15 see that?

16 A. Yes.

17 Q. And if you were to click that hyperlink,
18 it would take you to the second page; and this is a
19 list of late taxpayers in Wayne County, Ohio. Do you
20 recognize that?

21 A. Yes.

22 Q. Toward the top of this document it says,
23 "Printable Version," and I've highlighted it on what
24 I gave you. Do you see that?

25 A. Yes.

1 Q. If you were to click that hyperlink, it
2 would take you to what begins on the third page of
3 the document that I gave you, and this is a printable
4 list of late taxpayers, late property taxpayers, in
5 Wayne County, Ohio. It includes the names, the
6 addresses, and delinquencies as of a certain year.
7 Do you see that?

8 A. Yes.

9 Q. Thank you. So beginning on the third page
10 of the document that I gave you, Mr. Slusser, you'll
11 notice in the lower right-hand corner it's numbered 1
12 of 27. Do you see that?

13 A. (Witness nods head.)

14 Q. I've highlighted some information in
15 several rows for you. Do you see that?

16 A. (Witness nods head.)

17 Q. So you would agree that as of 2007, you
18 were \$15,000.14 delinquent on property taxes at
19 431 North Market Street as of 2007; correct?

20 A. Correct.

21 Q. Would you turn to page 2 of 27.

22 A. Yeah.

23 Q. So you would agree that as of 2007, you
24 were \$9,910.96 delinquent on property taxes owed at
25 737 Spruce Street; is that correct?

1 A. Correct.

2 Q. You would also agree that as of 2007, you
3 were \$9,504.11 delinquent on property taxes at
4 231 East Larwill Street; correct?

5 A. Correct.

6 Q. You would agree that as of 2007, you were
7 \$8,259.92 delinquent in property taxes at 721 Spruce
8 Street; correct?

9 A. Yes.

10 Q. You would agree that as of 2007, you were
11 \$7,976.95 delinquent on property taxes at
12 1740 Westwood Circle; correct?

13 A. Correct.

14 Q. You would agree that as of 2007, you were
15 \$7,444.10 delinquent on property taxes at 321 Nold
16 Avenue; correct?

17 A. Correct.

18 Q. Please turn to page 3 of 27. You would
19 agree that as of 2007, you were \$6,293.09 delinquent
20 on property taxes owed at 725 Spruce Street; correct?

21 A. Correct.

22 Q. Please turn to page 4 of 27. You would
23 agree that as of 2007, you were \$5,911.52 delinquent
24 on property taxes at 349 East North Street; correct?

25 A. Correct.

1 Q. You would agree that as of 2007, you were
2 \$5,376.64 delinquent on property taxes at 733 Spruce
3 Street; correct?

4 A. Correct.

5 Q. Please turn to page 6 of 27. You would
6 agree that as of 2007, you were \$4,450.02 delinquent
7 on property taxes owed at 329 Spring Street; correct?

8 A. Correct.

9 Q. Please turn to page 7 of 27. You would
10 agree that as of 2007, you were \$3,723.88 delinquent
11 on property taxes owed at 318 West Larwill Street;
12 correct?

13 A. Correct.

14 Q. Please turn to page 8 of 27. You would
15 agree that as of 2007, you were \$3,421.66 delinquent
16 on property taxes owed at 312 East Bowman Street;
17 correct?

18 A. Correct.

19 Q. Please turn to page 15 of 27. You would
20 agree that as of 2007, you were \$1,407.90 delinquent
21 on property taxes owed at 334 West South Street;
22 correct?

23 A. Correct.

24 Q. Please turn to page 18 of 27. You would
25 agree that as of 2008, you were \$895.17 delinquent on

1 property taxes owed at what's highlighted there as
2 Spring Street; correct?

3 A. Correct -- no. Actually when it has like
4 Spring Street, it's really at the address of
5 329 Spring.

6 Q. It's 329 Spring?

7 A. Right. I don't know exactly how the
8 property is divided up; but it's just a small little
9 house there, which I'm working on now.

10 Q. But you would agree that you were
11 delinquent on property taxes at that location,
12 329 Spring Street?

13 A. Yes, yes.

14 Q. Please turn to page 19 of 27. You would
15 agree that as of 2008, you were \$825.02 delinquent in
16 property taxes at what's noted there as Spring
17 Street; correct?

18 A. Right. That's that same house, same
19 address.

20 Q. That's that same address, 329, you're
21 saying?

22 A. (Witness nods head.)

23 Q. Please turn to page 23 of 27. You would
24 agree that --

25 A. Same thing.

1 Q. So you would agree that as of 2008, you
2 were \$508.93 delinquent in property taxes owed at
3 Spruce Street?

4 A. Oh, wait a minute. Yeah. That probably
5 goes with 733 Spruce.

6 Q. Okay. But you agree that you were
7 delinquent in property taxes as that location as of
8 2008? I'm sorry. Yes or no, please.

9 A. Yes.

10 Q. Thank you. Then, finally, Mr. Slusser,
11 please turn to page 27 of 27. You would agree that
12 as of 2009, you were \$231.37 delinquent in property
13 taxes at Spruce Street; correct?

14 A. That's the same address. 733.

15 Q. Thank you. Do you expect to receive rent
16 payments from your tenants at your locations,
17 Mr. Slusser?

18 A. Yes.

19 Q. If a tenant is late paying their rent,
20 will you ever give them additional time to make
21 payments?

22 A. Yes.

23 Q. If a tenant of yours had financial
24 difficulties and was struggling to pay rent, wouldn't
25 you expect them to contact you if they would be

1 unable to make their rent payment?

2 A. Yes.

3 Q. Thank you. You would agree with me,
4 Mr. Slusser, that a landlord should have the ability
5 to decide whether and when to evict a non-paying
6 tenant; right?

7 A. Right. Right.

8 Q. If a tenant of yours had an issue with
9 your management of a particular property, would you
10 expect them to let you know about it?

11 A. Yes.

12 Q. So you would expect them to let you know
13 before they filed a lawsuit, for example?

14 A. Start again.

15 Q. Would you expect a tenant to let you know
16 about any problems they were having with your
17 management at a particular property before they filed
18 a lawsuit against you?

19 A. It probably wouldn't happen.

20 Q. I'm sorry?

21 A. I would expect it, but it probably
22 wouldn't happen.

23 Q. But you wouldn't expect them to; correct?
24 I'm not asking you what you think a tenant would do.
25 I'm asking what you would expect as a landlord.

1 A. I'm going to say no.

2 Q. So you would expect a tenant to file a
3 lawsuit against you before they've contacted you to
4 discuss any problems they were having with your
5 management of a property? That's what you would
6 prefer?

7 A. No. I wouldn't expect it.

8 Q. So you would prefer that they contact you
9 before they filed a lawsuit; right?

10 A. No, no.

11 Q. No, you would not expect that?

12 A. No. Well, one, I wouldn't expect it.
13 And, two, as far as -- from '83 it's never happened.
14 I mean, if you treat the tenant like you're supposed
15 to, things like this doesn't happen.

16 Q. I'm sorry. Repeat that last part.

17 A. If you treat the tenant like a normal
18 human being, nothing like this happens.

19 Q. It's not a question about how you treated
20 the tenant. Let's say the tenant just had a problem
21 with your management not due to anything.

22 A. Yes.

23 Q. So you would prefer -- I'm sorry. Let me
24 ask the question again.

25 You would prefer that a tenant file a

1 lawsuit against you before they communicated their
2 problem with your management?

3 A. No.

4 Q. Thank you. Let's imagine that a tenant
5 broke a window at one of your properties at the
6 beginning of winter and let's also imagine that the
7 tenant did not let you know that they broke that
8 window until the end of winter. Are you with me so
9 far?

10 A. Yes.

11 Q. If the tenant never told you about the
12 broken window, wouldn't it be inappropriate for that
13 tenant to try to hold you responsible for their
14 apartment being cold during the winter or their heat
15 bill being too high during the winter?

16 A. Say this again.

17 MR. WILLIAMS: Could you read the question
18 back, please?

19 (Question read.)

20 A. Is there an answer other than yes or no?

21 Q. No, there's not.

22 A. Well, then I'll say no, if I remember that
23 right.

24 Q. So you're saying it would be appropriate
25 for a tenant --

1 A. No.

2 Q. So it would not be appropriate? You agree
3 with me that it would be inappropriate for a tenant
4 to try to hold you responsible for their apartment
5 being cold or their heat bill being too high?

6 A. No. I -- I can't answer that one. I
7 don't want to answer yes or no because I can't come
8 back with a statement.

9 Q. Yes, you can. As I said earlier, you will
10 have an opportunity to clarify any answer that you've
11 given here on cross-examination during your redirect;
12 but I will ask you to answer the question. And the
13 question is: You would agree with me that it would
14 be inappropriate for a tenant to hold you responsible
15 for their actions in that situation?

16 MR. WILLIAMS: Can I withdraw the
17 question?

18 Q. Let me reask it. You would agree with me,
19 Mr. Slusser, that it's inappropriate for a tenant to
20 try hold you responsible for the fact that they broke
21 their window and did not tell you but then they tried
22 to hold you responsible for their apartment being
23 cold or their heat bill being too high?

24 A. All right. I'll say yes.

25 Q. Thank you.

1 A. I think I know where you're trying to go
2 to.

3 Q. You suggest in your complaint, and again
4 here during your testimony, that the timing of the
5 disconnection of service is why you lost rent
6 revenue; correct?

7 A. No. I lost -- I lost rent, you know,
8 like --

9 HEARING EXAMINER SHEETS: You need a yes
10 or no; right?

11 MR. WILLIAMS: Yes. Yes or no, please.

12 A. See say it again.

13 Q. You suggest in your complaint that
14 Dominion's timing of disconnecting natural gas
15 service --

16 A. No.

17 Q. -- is why you lost rent revenue?

18 A. The reason I can say no is we're talking
19 about -- we're talking about 665, so I'm saying no.
20 But if you want to talk about transferring the bill
21 to all these other properties, it's a yes.

22 Q. So then you're saying that you do not have
23 a -- strike that.

24 So you're saying that Dominion acted
25 appropriately in disconnecting gas service when it

1 did at 319 Spring Street?

2 A. Inappropriately.

3 Q. Appropriately?

4 A. Inappropriately.

5 Q. You're saying they acted inappropriately?

6 A. (Witness nods head.)

7 Q. And because they acted inappropriately, in
8 your opinion, that had an impact on your rent
9 revenues; is that correct?

10 A. Not there.

11 Q. I'm sorry?

12 A. Not 665.

13 Q. At which location?

14 A. The problem -- see, there's two problems:
15 One --

16 Q. I'm sorry. At which location did
17 Dominion's timing of disconnection have an impact on
18 your rent revenue?

19 A. Not at 665.

20 Q. That's fair. At which location, though?

21 A. All the other -- all the other places that
22 you transferred that bill. Then I had problems with
23 rent.

24 Q. Okay.

25 A. Because at 665, the one realtor talked me

1 into auctioning it off but --

2 Q. You would agree with me, Mr. Slusser, that
3 as a landlord you must account for the expenses
4 necessary to run your business; correct?

5 A. Correct.

6 Q. Is Dominion responsible for supervising
7 your tenants and ensuring they have the ability to
8 pay rent?

9 A. Wait a minute. Start again.

10 Q. Is it Dominion's responsibility to ensure
11 that your tenants have the ability to pay rent?

12 A. No.

13 Q. Is it Dominion's responsibility for
14 ensuring that your business achieves and maintains a
15 certain level of revenue?

16 A. No.

17 Q. Is it Dominion's responsibility to ensure
18 that you remain in business?

19 A. No.

20 Q. In your complaint you refer to quote,
21 Metropolitan Housing Authority; and then again during
22 your testimony, you again refer to Metro?

23 A. Yes.

24 Q. Are you referring to the Wayne
25 Metropolitan Housing Authority?

1 A. Right. Correct.

2 Q. Thank you. Isn't it correct that when you
3 state in your complaint that you rent to low income
4 that you're referring to participants of the Section
5 8 Housing Choice Voucher Program?

6 A. Yes.

7 Q. And isn't it correct that as a part of
8 this program, a house being subsidized for these low
9 income tenants is paid from the Wayne Metropolitan
10 Housing Authority directly to you as the landlord?

11 A. Only if I -- only if I'm paying the
12 utilities. Are you talking about that or the rent?

13 Q. Would you like me to -- would you like to
14 hear the question read back?

15 A. Okay.

16 (Question read.)

17 A. Well, I mean, you have the rent. And then
18 sometimes some tenants I pay the utilities. So you
19 get the rent, and you're subsidized also to be able
20 to pay the utilities. Now, some tenants pay the
21 utilities; and then I just get the rent. And they
22 figure out somehow that they're able to pay their
23 utilities from that rent, and then the rest comes to
24 me.

25 Q. Are you aware of Ms. Edwards' testimony in

1 this proceeding?

2 A. Yes.

3 Q. And so you're aware that Ms. Edwards will
4 testify that on April 15, 2012, Dominion discovered
5 and disconnected an unauthorized natural gas line
6 from 439 North Market Street to 431 North Market
7 Street?

8 A. Yes.

9 Q. Do you know how that line got there?

10 A. Pardon me?

11 Q. Do you know how that line got there?

12 A. Yes.

13 Q. Regardless of how it got there, how did it
14 get there?

15 A. Well, to be nice to me, I would not like
16 to cut my own neck because I'm not your normal breed
17 of cat. All I was trying to do is keep both
18 buildings going with gas because of what they did,
19 what they did at that building.

20 Q. So then you're admitting --

21 A. So I was trying to keep both buildings
22 going in order to get rent.

23 Q. So then you put the line there; right?

24 A. I don't want to say that.

25 Q. You have to answer either yes or no.

1 A. I don't want to say yes or no. That's
2 cutting my own neck.

3 MR. WILLIAMS: Attorney Examiner Sheets,
4 could you --

5 A. If the answers would stay within the
6 confines of here, I could -- I'm sure you could ask
7 me to agree or not agree; but I'm sure you could, you
8 know, ask --

9 MR. WILLIAMS: Your Honor, could you
10 please instruct him to answer either yes or no?

11 HEARING EXAMINER SHEETS: Would you please
12 answer the question yes or no.

13 THE WITNESS: What would you like --

14 Q. (By Mr. Williams) You put the line there;
15 correct?

16 | A. Okay. Yeah. All right. I'll take it.

17 MR. WILLIAMS: Thank you. No further
18 questions, your Honor.

19 THE WITNESS: There's no way that I can
20 get out of it because, I mean, I don't hide anything
21 but nor do I want to cut my own neck. What I
22 couldn't understand is even the tenant that was in
23 there that called you folks is the one that was going
24 to get gas and have heat.

25 MR. WILLIAMS: I'm sorry. Your Honor, I

1 have no further questions. If he desires to clarify
2 his answers on redirect, that's fine. As I said, I
3 have no further questions.

4 HEARING EXAMINER SHEETS: Are you finished
5 with cross?

6 MR. WILLIAMS: Yes, sir.

7 HEARING EXAMINER SHEETS: Now we'll have a
8 period of redirect. You can clarify anything that he
9 said on cross-examination. If you do that, I want
10 you to focus on individual -- on the counts of your
11 complaint. Do you have anything that you want to say
12 now?

13 THE WITNESS: The only reason I'm here is
14 because of 665, not getting it shut off in a timely
15 manner and transferring it to the other properties
16 and causing me more problems there, which was the
17 same thing that ended up at 665. I would like
18 Dominion not to be able to transfer the bills, and I
19 would like Dominion not to let the gas run up that
20 high.

21 I mean, it's just that's the only -- only
22 reason I'm here. I would like to get compensated. I
23 mean, I lost property and I've lost rent.

24 HEARING EXAMINER SHEETS: Does that
25 conclude your testimony on redirect?

1 THE WITNESS: Let me ask him.

2 HEARING EXAMINER SHEETS: Let's go off the
3 record.

4 (Off the record.)

5 THE WITNESS: That's it.

6 HEARING EXAMINER SHEETS: Do you have any
7 questions on recross?

8 MR. WILLIAMS: Yes, your Honor, just one.

9 - - -

10 RECROSS-EXAMINATION

11 By Mr. Williams:

12 Q. In your redirect testimony, you said that
13 you lost rent. On which properties did you lose rent
14 on?

15 A. Like at --

16 MR. WILLIAMS: I'm sorry. May I rephrase
17 the question, please?

18 HEARING EXAMINER SHEETS: Go ahead.

19 Q. You said you lost properties. Which
20 properties did you lose? And by that I mean were
21 there properties foreclosed on? If so, which
22 properties were foreclosed?

23 A. The 439 North Market.

24 Q. Is that all?

25 MR. SAM SLUSSER: Foreclosed?

1 THE WITNESS: Huh?

2 Q. Is that the only one that was foreclosed?

3 MR. SAM SLUSSER: It wasn't foreclosed.

4 439?

5 THE WITNESS: Huh?

6 MR. SAM SLUSSER: 439 was sold.

7 THE WITNESS: It was foreclosed.

8 Q. (By Mr. Williams) Is that the only one,
9 Mr. Slusser?

10 A. (Witness nods head.)

11 MR. WILLIAMS: Thank you. Nothing
12 further.

13 HEARING EXAMINER SHEETS: Are you done?

14 MR. WILLIAMS: Yes, sir.

15 HEARING EXAMINER SHEETS: Thank you.

16 You're excused as a witness. Do you have any other
17 witnesses, Mr. Slusser?

18 MR. JEFF SLUSSER: No.

19 HEARING EXAMINER SHEETS: No other
20 witnesses?

21 MR. JEFF SLUSSER: No.

22 HEARING EXAMINER SHEETS: We'll go to the
23 company's side of the case.

24 MR. CAMPBELL: Your Honor, at this time,
25 the company would call Roxie Edwards to the stand.

1 May I approach the bench?

2 HEARING EXAMINER SHEETS: Yes.

3 (Witness sworn.)

4 HEARING EXAMINER SHEETS: Please be
5 seated.

6 - - -

7 ROXIE EDWARDS

8 being first duly sworn, as prescribed by law, was
9 examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MR. CAMPBELL:

12 Q. Good morning, Ms. Edwards.

13 A. Good morning.

14 Q. Could you please state your name and title
15 for the record?

16 A. My name is Roxie Edwards. I am customer
17 relations manager for Dominion East Ohio.

18 Q. Do you have in front of you what's been
19 marked as DEO Exhibit 1.0?

20 A. Yes.

21 Q. Is this the direct testimony that was
22 prepared under your direction in this case?

23 A. Yes.

24 Q. If I asked you the same questions today
25 that appear in DEO 1.0, would your answers be the

1 same?

2 A. Yes, they would.

3 MR. CAMPBELL: Your Honor, I have one
4 additional question that's not in the direct that
5 relates to the exhibit that Mr. Slusser put in.

6 HEARING EXAMINER SHEETS: Go ahead.

7 MR. CAMPBELL: I'll ask that at this time.

8 Q. (By Mr. Campbell) On Complainant's
9 Exhibit 1, there's a statement that suggests that gas
10 transfers were made from 1740, which I believe
11 relates to 1740 Westwood Circle, to 431 North Market
12 Street. Was a balance from 1740 Westwood Circle ever
13 transferred to 431 North Market Street?

14 A. No.

15 Q. Was a balance from 1740 Westwood Circle
16 ever transferred to 319 Spring Street?

17 A. No.

18 Q. And finally, was a balance from
19 1740 Westwood ever transferred to 439 North Market
20 Street?

21 MR. CAMPBELL: Thank you, your Honor. The
22 witness is available for cross-examination.

23 HEARING EXAMINER SHEETS: Do you have any
24 questions for this witness on cross-examination,
25 Mr. Slusser?

1 MR. JEFF SLUSSER: You're going to have to
2 speak up.

3 HEARING EXAMINER SHEETS: Let's go off the
4 record.

5 (Discussion held off the record.)

6 - - -

7 CROSS-EXAMINATION

8 By Mr. Jeff Slusser:

9 Q. What was the amount from Westwood that I
10 say was transferred to either 439 North Market or
11 665?

12 A. I believe there was no amount transferred
13 from Westwood to those addresses, to either one of
14 those addresses.

15 Q. On page 6?

16 MR. CAMPBELL: Mr. Slusser, are you
17 referring to Complainant's Exhibit 1?

18 MR. JEFF SLUSSER: Correct.

19 MR. CAMPBELL: Your Honor, may I give a
20 copy of that to my witness?

21 HEARING EXAMINER SHEETS: Yes. We have to
22 identify what document you're addressing.

23 MR. JEFF SLUSSER: This.

24 MR. CAMPBELL: Is this your exhibit?

25 MR. JEFF SLUSSER: Yeah. And there was a

1 transfer to Westwood, and I got down where like I
2 don't know where that thing came from but then --

3 MR. CAMPBELL: I don't know that she's
4 going to answer that question. This is the first
5 time we received this today.

6 HEARING EXAMINER SHEETS: Okay. What are
7 you reading from, Mr. Slusser?

8 MR. JEFF SLUSSER: I'm reading from the
9 one gas bill that went to 1740.

10 HEARING EXAMINER SHEETS: Is that part of
11 Complainant's Exhibit 1?

12 MR. SAM SLUSSER: Right. Correct.

13 HEARING EXAMINER SHEETS: What page is
14 that?

15 MR. SAM SLUSSER: About page 15.

16 HEARING EXAMINER SHEETS: Okay. Go ahead
17 and ask your questions.

18 Q. (By Mr. Jeff Slusser) Well, I was trying
19 to -- just like at 1740 Westwood Circle, there was a
20 transfer of \$17,668; and it was transferred to 1740
21 Westwood Circle. And then at the bottom, it says
22 there will be a shutoff notice on April the 8th. And
23 the 17 -- the 1,768 has nothing to do with that
24 property. This is part of the problem that I'm
25 having with going back to 665 North Bever.

1 MR. CAMPBELL: Your Honor, I'm going to
2 object. This is argumentative. He's not asking
3 questions.

4 HEARING EXAMINER SHEETS: You have to ask
5 her a question, and then she gets to respond.

6 MR. CAMPBELL: I mean, Mr. Slusser has had
7 an opportunity to present his case. If he doesn't
8 have any questions for the witness, we can excuse the
9 witness. It just seems -- I just think he needs to
10 understand that you have the opportunity now to ask
11 Ms. Edwards questions right now concerning her direct
12 testimony. So if you don't have any questions, it's
13 not a time to just present your view of the facts
14 again.

15 MR. JEFF SLUSSER: I don't think -- well,
16 what I would like to know --

17 HEARING EXAMINER SHEETS: You've got to
18 ask a question. You can't testify now.

19 MR. SAM SLUSSER: Ask her a question.

20 MR. JEFF SLUSSER: You ask it.

21 HEARING EXAMINER SHEETS: You have to ask
22 the questions, Mr. Slusser.

23 MR. JEFF SLUSSER: All right.

24 Q. (By Mr. Jeff Slusser) What I would like
25 to know is where \$1,768 comes from on this bill.

1 MR. SAM SLUSSER: She has it.

2 A. I have a copy. That bill is from March of
3 2009. I can't say offhand without further research.

4 MR. JEFF SLUSSER: That's my problem.

5 MR. SAM SLUSSER: No further questions.

6 HEARING EXAMINER SHEETS: Anything
7 further?

8 MR. CAMPBELL: I have no redirect.

9 HEARING EXAMINER SHEETS: No redirect.
10 You're excused. Do you have any other witnesses?

11 MR. CAMPBELL: No, we don't.

12 HEARING EXAMINER SHEETS: Anything else to
13 bring up today?

14 MR. CAMPBELL: I guess we just need to set
15 a briefing schedule.

16 HEARING EXAMINER SHEETS: What I'll do is
17 admit all exhibits into evidence at this time.

18 (EXHIBITS ADMITTED INTO EVIDENCE.)

19 HEARING EXAMINER SHEETS: I'll consider
20 the matter submitted on the record. I thank you for
21 coming.

22 MR. JEFF SLUSSER: Thank you.

23 MR. CAMPBELL: Will there be briefing
24 or --

25 HEARING EXAMINER SHEETS: Let's have a

1 little discussion here. Do you want to file briefs?

2 MR. CAMPBELL: I mean, if you believe it
3 would be necessary. We don't -- we believe our
4 testimony sets forth our position pretty well; but if
5 briefing would assist the Commission, that's fine.

6 HEARING EXAMINER SHEETS: Why don't we do
7 that.

8 MR. CAMPBELL: Would it be possible to
9 schedule them due in January, given the holidays?

10 HEARING EXAMINER SHEETS: I don't have my
11 calendar with me. What's the second Friday in
12 January?

13 MR. WILLIAMS: January 11.

14 HEARING EXAMINER SHEETS: January 11.
15 Would that be sufficient?

16 MR. CAMPBELL: Would it be possible maybe
17 to do one more week? There's two weeks that are
18 pretty severely interrupted by the holidays.

19 HEARING EXAMINER SHEETS: We could do
20 another week, if you want.

21 MR. CAMPBELL: So the 18th?

22 HEARING EXAMINER SHEETS: The 18th. Okay.
23 Let me go over this with you. The company is going
24 to file a brief by January the 18th. Now, I don't
25 expect you guys to file a legal brief because you're

1 not attorneys; but you can file a statement of your
2 case, if you want to. You list what you consider to
3 be the facts and any supporting legal opinions that
4 you can put in there. That will be due January 18.

5 MR. SAM SLUSSER: Okay. That's a Friday.

6 HEARING EXAMINER SHEETS: You don't have
7 to file one. Now, I'm going to expect one from the
8 company. If your decision is you want to file a
9 statement of your case, you can do that. Just make
10 sure your case number is on it, and make sure it goes
11 to the Docketing Department of the Commission --

12 MR. SAM SLUSSER: Okay.

13 HEARING EXAMINER SHEETS: -- which is on
14 this floor. Just address it, and make sure your case
15 number is on it.

16 (Discussion held off the record.)

17 HEARING EXAMINER SHEETS: Okay. Let's go
18 back on the record. We've agreed to file
19 simultaneous briefs and/or a statement of the case,
20 the company's and complainant's case, here by
21 January 18.

22 MR. SAM SLUSSER: Okay.

23 MR. JEFF SLUSSER: Okay.

24 HEARING EXAMINER SHEETS: Thank you.

25 MR. CAMPBELL: Thank you, your Honor.

MR. WILLIAMS: Thank you.

(The hearing was concluded at 11:42 a.m.)

- - -

CERTIFICATE

I do hereby certify that the foregoing
is a true and correct transcript of the proceedings
taken by me in this matter on Tuesday, December 11,
2012, and carefully compared with my original
stenographic notes.

Margaret A. Marsh, Registered
Professional Reporter.

(MM-79)

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Summary: Transcript of Jeff Slusser v The East Ohio Gas Company hearing held on 12/11/12 electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Margaret Marsh